

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----x

THE GUARDIAN NEWS, INC. and
SEЛИM ZHERKA,

Plaintiffs,

07 Civ. 7078 (CLB)

-against-

**Affirmation in Support of Motion for an Award
Of Attorney's Fees Pursuant to 42 U.S.C. §1988**

PHILIP AMICONI, *et. al.*,

Defendants.

-----x

JONATHAN LOVETT, an attorney duly admitted to practice in this Court and the courts of the State of New York, hereby affirms under penalty of perjury that the following statement is true:

1. I am counsel to Plaintiffs herein and submit this affirmation in support of their application for an award of reasonable attorney's fees and costs pursuant to 42 U.S.C. §1988.

2. On November 13 and 14, 2007, a bench trial was held in this matter at which time the Court reserved decision. On March 3, 2008February 8, 2008, by memorandum and order the Court granted Plaintiffs a permanent injunction and *inter alia* declaratory relief.

BACKGROUND REGARDING YOUR AFFIRMANT

3. Your affirmant is a 1971 graduate of Columbia Law School, a former Assistant District Attorney in the New York District Attorney's Office under the late Frank Hogan (1971-5), a former Sr. Assistant Westchester County Attorney and thereafter Deputy County Attorney in charge of civil litigation for the County of Westchester (1975-82), and a partner in the firm of Lovett & Gould, LLP from 1982 to the present.

4. Your affirmant has, over the years, specialized his practice in civil rights litigation with an emphasis upon representation of Plaintiffs. In connection with that practice I have successfully represented Plaintiffs in *inter alia* dozens of actions including but not limited to:

- a. Sassi II v. Lou-Gould, 05 Civ. 10450 (CLB), 06 Civ. 4037 (CLB), 06 Civ. 6374 (CLB) (\$100,000 verdict and fees in the amount of \$66,326.38),
- b. Basile v. Spagnola, 05 Civ. 10699 (LMS) (\$200,000 verdict including \$50,000 in punitive damages, fee application pending).
- c. Ceccotti v. Amendola, 06 Civ. 4501 (LMS) (jury verdict in the principal sum of \$579,900, fee application and post-judgment motions pending),
- d. Rubeo v. Olson (City of Yonkers), 94 Civ. 8445 (BDP) (jury verdict of \$340,000);

- e. Serchen v. Zaleski (City of Yonkers), 92 Civ. 9381 (BDP) (settlement in the principal sum of \$440,000);
- f. Dobbs v. Dansk, 95 Civ. 7205 (CLB) (Substantial settlement award subject to confidentiality agreement);
- g. Ceccacci v. City of White Plains, 94 Civ. 7533 (BDP) (Substantial settlement subject to confidentiality agreement);
- h. Serrano v. City of New York, 95 Civ. 2864 (CLB) (\$90,000 settlement inclusive of fees);
- i. Kounitz v. Slaatten, 95 Civ. 0038 (BDP) (\$100,000 settlement, inclusive of fees);
- j. Thomsen v. Neiman Marcus, 95 Civ. 2863 (BDP) (settled for substantial sum of money which included fees and is subject to confidentiality agreement);
- k. Tolve v. Bullers (Xerox Corp.), 94 Civ. 6320 (CLB) (settled for substantial sum of money which included fees and is subject to confidentiality agreement);
- l. Mercaldo v. Carlos (Town of Putnam Valley), 94 Civ. 9023 (CLB) (Accepted Rule 68 judgment in the sum of \$150,000);
- m. Moore v. Pavone (Town of Cortlandt), 94 Civ. 2712 (CLB) (settled for substantial sum of money which included fees and is subject to confidentiality agreement);
- n. Shanes-Hernandez v. Clementoni (County of Westchester), 94 Civ. 4171 (CLB), upon jury verdict

and post appeal, Plaintiff received \$420,000 inclusive of fees.

- o. Marraccini v. Moeller (Town of Harrison), 92 Civ. 6189 (CLB), consolidated with,
- p. Murphy v. Moeller, 92 Civ. 6188 (CLB) (fee inclusive settlement of \$325,000);
- q. Trataros v. Hilaris, 90 Civ. 5169 (GLG) (post jury verdict fee award of \$75,000);
- r. Lichtig v. Kisslinger, 89 Civ. 7981 (CLB) (settled for substantial sum of money which included fees and is subject to confidentiality agreement);
- s. Campanella v. O'Rourke, 88 Civ. 6322 (GLG) (fee award of \$75,000);
- t. Fanelli v. O'Rourke, 88 Civ. 5563 (CLB) (fee inclusive settlement of approximately \$110,000); and,
- u. Bates v. Singletary, 84 Civ. 8549 (LBG) (settled for substantial sum of money which included fees and is subject to confidentiality agreement).
- v. Collarini v. Zakian, 96 Civ. 5435 (CLB) (settlement of \$125,000, fee inclusive),
- w. Szoke v. Carter, 95 Civ. 1231 (BDP) (settlement of \$135,000, fee inclusive),
- x. Pallett v. Palma, 95 Civ. 0315 (CLB) (settlement in substantial sum, fee inclusive, subject to confidentiality agreement),

- y. Rende v. NYNEX, 96 Civ. 8851 (BDP) (settlement in substantial sum, fee inclusive, subject to confidentiality agreement),
- z. Riedinger (Sandy) v. D'Amicantonio, 95 Civ. 1721 (BDP) (settlement in the amount of \$170,000, fee inclusive),
- aa. Riedinger (Guy) v. Gould, 96 Civ. 5704 (RCC) (verdict in the amount of \$169,000, fees in the amount of \$50,000),
- bb. Poggioli v. Carroll, 94 Civ. 8313 (BDP) (verdict of \$155,000 (\$5,000 compensatory, \$150,000 punitive, settled during pendency of fee application for \$99,000 inclusive of fees),
- cc. Blumenthal v. Lothringer, 96 Civ. 7151 (CLB) (settlement in the sum of \$1,450,000, fee inclusive),
- dd. Masci v. Krzminski, 96 Civ. 6515 (CLB) (verdict and fees, \$40,000, fee inclusive),
- ee. Sherwood v. Iacovelli, 96 Civ. 9459 (BDP) (settlement inclusive of retroactive appointment as police lieutenant),
- ff. Lerry v. Coxen, 95 Civ. 2149 (BDP) (\$40,000 verdict plus fees),
- gg. Bellom v. Neiman Marcus Group, 96 Civ. 0512 (BDP) (fee inclusive settlement subject to confidentiality Agreement),

- hh. Ferber v. Everfast, Inc., 96 Civ. 1881 (CLB) (\$235,000 verdict, settled for \$125,000, fee inclusive),
- ii. McGuire v. American Telephone & Telegraph Co., 95 Civ. 10214 (BDP) (substantial, fee inclusive settlement, subject to confidentiality agreement),
- jj. Dunn v. Wyskida, 97 Civ. 5805 (WCC) (verdict of \$200,000 including \$10,000 in punitive damages, settled with confidentiality agreement),
- kk. Persaud v. Rivera, 98 Civ. 1413 (CLB) (settled during trial for a substantial sum, inclusive of fees and subject to a confidentiality agreement),
- ll. Moskowitz v. Coscette, 99 Civ. 7334 (GAY) (verdict of \$200,000 (\$125,000 in compensatory, \$75,000 in punitive damages), plus fees; affirmed by Second Circuit), and,
- mm. Stanley v. County of Weschester, 00 Civ. 0188 (GAY) (verdict in the sum of \$1,100,000, reduced post-verdict).

5. In addition, your affiant has successfully represented Defendants in federal civil rights actions including *inter alia*:

- a) Sternberg v. Fletcher (Village of Airmont), 91 Civ. 2550 (GLG);
- b) Tall v. Town of Cortlandt, 709 F.Supp. 401 (S.D.N.Y. 1989);

- c) Heritage Equities, Inc. v. Town of Cortlandt, 86 Civ. 6449 (CLB);
- d) Kirkland v. City of Peekskill Police Department, 87 Civ. 8112 (MEL); and,
- e) Kirkland v. City of Peekskill, 651 F.Supp. 797 (S.D.N.Y.), *aff'd* 828 F.2d 104 (2d Cir. 1987).

6. In connection with Plaintiff's civil rights actions, your affiant is also currently prosecuting a substantial number of civil rights cases in the Southern and Northern Districts of New York.

**COUNSEL'S FEES/DISBURSEMENTS
AND PERTINENT BACKGROUND INFORMATION**

7. Annexed hereto as Exhibit 1 are the contemporaneous time slips maintained by your affiant for work done in this case. The total number of hours expended, as evidenced by those records, is 94.4 hours.

8. Annexed hereto as Exhibit 2 are the records evidencing photocopying done in connection with this case. The total cost of photocopying is \$186.60 (1255 copies @ .15 per copy).

9. Exhibit 2 also embodies our records evidencing expenditures in this case for postage. The total cost of postage is \$72.87.

10. The Court's filing fees in this case was \$350, a circumstance with regard to which the Court can take judicial

notice. The filing receipt, under the circumstances, is deemed Exhibit 3.

11. Annexed hereto as Exhibit 4 are our records evidencing payments for service of process in this action, the total cost of which is \$62.96.

12. Annexed hereto as Exhibit 5 are our records evidencing payments for pre-trial deposition transcripts, the cost of which is \$3,070.50.

13. Annexed hereto as Exhibit 6 are our records evidencing messenger service used in connection with this litigation, the cost of which is \$495.

14. Annexed hereto as Exhibit 7 are our records evidence over-night mailings with respect to this litigation, the cost of which is \$52.37.

15. Annexed hereto as Exhibit 8 are our records evidencing the cost of witness fees in the amount of \$1,575.

16. Annexed hereto as Exhibit 9 are our records evidencing the purchase of the trial transcript at a cost of \$765.90.

CONTINGENT FEE NATURE OF THE ACTION

17. Prosecution of this civil rights action was undertaken by Lovett & Gould LLP entirely upon a contingent fee basis. Had we not prevailed, we would have received absolutely no compensation for time and services rendered.

**JONATHAN LOVETT'S PREVIOUSLY,
JUDICIALLY ESTABLISHED HOURLY RATES**

14. On the basis of your affirmant's experience, success and advocacy skills fourteen years ago this Court awarded attorney's your affirmant fees in the amount of \$250 per hour. See e.g. Shanes-Hernandez v. Clementoni, 94 Civ. 4171 (CLB). Eight years ago in 2000 I was awarded fees in Moskowitz, *supra*, at a rate of \$300 per hour. In Sassi II, *supra*, Judge Brieant rendered a memorandum and order (annexed as Exhibit 10), premised upon Arbor Hill Concerned Citizens Neighborhood Association v. County of Albany, 484 F.3d 162 (2d Cir. 2007), determined that a "blended rate" for Lovett & Gould (predicated on the "presumption that lead counsel shall perform about a third of the work") is \$345 an hour. In the case at bar your affirmant alone handled this litigation from commencement to conclusion. Under the circumstances we submit that your affirmant's hourly rate which is not the product of blending, should be fixed in the amount of \$450.

LOVETT & GOULD FEES/DISBURSEMENTS

15. For the reasons set forth in the accompanying memorandum of law it is submitted that the following fees should be awarded Lovett & Gould, LLP.:

Attorney	Hours	Rate	Amount

Lovett	94.4	\$450	\$42,480
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In addition, the following out of pocket expenses are sought with respect to Lovett & Gould and Plaintiff, personally:

Item	Amount
Copies	\$186.60
Witness fees	\$1,575
Filing fee	\$350
Deposition Transcripts	\$3,070.50
Court trial transcript	\$765.90
Postage	\$\$72.87
Service of Process	\$62.96
Messenger Service	\$495
Overnight delivery services	\$52.37
SUBTOTAL	\$6,631.20

FEES/DISBURSEMENTS TOTAL: \$49,111.20

WHEREFORE an award of attorney's fees in the sum of \$49,111.20 should be granted.

Dated: White Plains, N.Y.
March 13, 2008

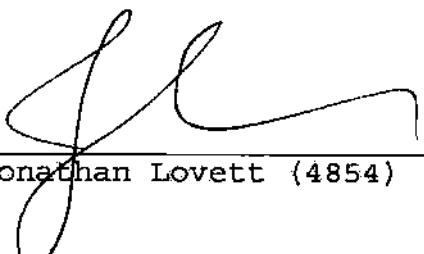

Jonathan Lovett (4854)

EXHIBIT 1

11/5/07

Case 7:07-cv-07078-GLB Document 39

Guardian PI

Filed 03/13/2008

Page 12 of 32

DATE

INITIALS

CLIENT'S NAME

MATTER OR
FILE NUMBER

CODE

HOURS UNIT
CHARGEABLE TIME

AMOUNT

LOVETT & GOULD
Attorneys At Law

222 BLOOMINGDALE ROAD, WHITE PLAINS, N.Y. 10605

CHARGEABLE TIME SLIP

REMARKS

Prep S2 - 1.0
 Dep 1 S2 - 6.5
 11/4 Prep dep witness - 1.1
 Attnd dep mtg w S2 6.0
 11/7 Dep prep - 2.0
 Deps - .4

CODE

(6 MINUTES = 1/10 HOUR)

CODE OF CHARGES

- A—COURT APPEARANCE
- C—CONFERENCE
- F—FACTS INVESTIGATION
- L—LETTER
- LL—LONG LETTER
- P—PREPARATION
- R—RESEARCH
- PC—PETTY CASH CHARGE
- TC—TELEPHONE CHARGE
- TL—TRAVEL
- NC—NON-CHARGEABLE

X

POSTED DATE BILLED _____

3/13/08

Guardian PI

DATE

INITIALS

CLIENT'S NAME

MATTER OR
FILE NUMBER

CODE

HOURS UNIT
CHARGEABLE TIME

AMOUNT

(6 MINUTES = 1/10 HOUR)

LOVETT & GOULD
Attorneys At Law
222 BLOOMINGDALE ROAD, WHITE PLAINS, N.Y. 10605**CHARGEABLE TIME SLIP**

REMARKS

Review C to memorandum + order of 1.2
 prep fee applica - 1.7
 prep proposed injunction 1.3

CODE

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- NC—NON-CHARGEABLE

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12/16/07

Case 7:07-cv-07078-CLB Document 39

2 hours P.I.

Filed 03/13/2008

Page 13 of 325 \$

DATE INITIALS

CLIENT'S NAME

MATTER OR
FILE NUMBER

HOURS UNIT

CODE

CHARGEABLE TIME

AMOUNT

LOVETT & GOULD
Attorneys At Law
222 BLOOMINGDALE ROAD, WHITE PLAINS, N.Y. 10605
CHARGEABLE TIME SLIP

REMARKS

12/12/07 Draft legal doc - (7.5)

(6 MINUTES = 1/10 HOUR)

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CODE

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12/19/07

Guardian P.I.

123 \$

DATE INITIALS

CLIENT'S NAME

MATTER OR
FILE NUMBERHOURS UNIT
CODE CHARGEABLE TIME

AMOUNT

LOVETT & GOULD
Attorneys At Law
222 BLOOMINGDALE ROAD, WHITE PLAINS, N.Y. 10605
CHARGEABLE TIME SLIP

REMARKS

Read + annotate trial + script (5.3)

12/17 Draft rough points 1 + 2 (2.7)

12/18 - Review + finalize mol - (4.3)

(6 MINUTES = 1/10 HOUR)

CODE OF CHARGES

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- R—RESEARCH
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- TC—TELEPHONE CHARGE
- TL—TRAVEL
- NC—NON-CHARGEABLE

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CODE

POSTED DATE BILLED

11/10/07

Guardian PI

28.8 \$

DATE INITIALS

CLIENT'S NAME

MATTER OR
FILE NUMBERHOURS UNIT
CODE CHARGEABLE TIME

AMOUNT

LOVETT & GOULD
Attorneys At Law
222 BLOOMINGDALE ROAD, WHITE PLAINS, N.Y. 10605
CHARGEABLE TIME SLIP

REMARKS

Trial prep

- 5.6

11/11 - " "

3.8

11/12 - "

7.0

14.4

11/13 - Trial prep

3.0

14.4

Trial - 7.0

1.1

N.Y. W 52

11/13 - Trial prep

1.3

(6 MINUTES = 1/10 HOUR)

CODE OF CHARGES

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CODE

POSTED DATE BILLED

DATE	INITIALS	CLIENT'S NAME	MATTER OR FILE NUMBER	CODE	HOURS	UNIT	AMOUNT
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LOVETT & GOULD Attorneys At Law 222 BLOOMINGDALE ROAD, WHITE PLAINS, N.Y. 10605 CHARGEABLE TIME SLIP							
REMARKS							
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CODE							

CODE OF CHARGES

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DATE	INITIALS	CLIENT'S NAME	MATTER OR FILE NUMBER	CODE	HOURS	UNIT	AMOUNT
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LOVETT & GOULD Attorneys At Law 222 BLOOMINGDALE ROAD, WHITE PLAINS, N.Y. 10605 CHARGEABLE TIME SLIP							
REMARKS							
Doc rev / dgt doc for revs - 1.4							
prep apx 1.4							
re K Plumbett 2.2							
CODE							

CODE OF CHARGES

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- TL—TRAVEL
- NC—NON-CHARGEABLE

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POSTED DATE BILLED

DATE	INITIALS	CLIENT'S NAME	MATTER OR FILE NUMBER	CODE	HOURS	UNIT	AMOUNT
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(6 MINUTES = 1/10 HOUR)							
LOVETT & GOULD Attorneys At Law 222 BLOOMINGDALE ROAD, WHITE PLAINS, N.Y. 10605 CHARGEABLE TIME SLIP							
REMARKS							
Trial prep 2.2							
Trial - 7.0							
re 52 2.4							
Client							
CODE							

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- P—PREPARATION
- R—RESEARCH
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- TC—TELEPHONE CHARGE
- TL—TRAVEL
- NC—NON-CHARGEABLE

X

POSTED DATE BILLED

9/4/07

DATE	INITIALS	CLIENT'S NAME	MATTER OR FILE NUMBER	CODE	UNIT	\$
					CHARGEABLE TIME	

LOVETT & GOULD

Attorneys At Law

222 BLOOMINGDALE ROAD, WHITE PLAINS, N.Y. 10605

CHARGEABLE TIME SLIP

REMARKS

Research; draft mol for pi - 2.0

(6 MINUTES = 1/10 HOUR)

CODE OF CHARGES

- A—COURT APPEARANCE
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- LL—LONG LETTER
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- R—RESEARCH
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- TC—TELEPHONE CHARGE
- TL—TRAVEL
- NC—NON-CHARGEABLE

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CODE

POSTED DATE BILLED _____

9/21/07

Guardian Pi

35 \$

DATE

INITIALS

CLIENT'S NAME

MATTER OR FILE NUMBER

CODE

HOURS

UNIT

CHARGEABLE

TIME

AMOUNT

LOVETT & GOULD

Attorneys At Law

222 BLOOMINGDALE ROAD, WHITE PLAINS, N.Y. 10605

CHARGEABLE TIME SLIP

REMARKS

Gm pi

- (3.5)

(6 MINUTES = 1/10 HOUR)

CODE OF CHARGES

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CODE

POSTED DATE BILLED _____

10/2/07

Guardian Pi

51 \$

DATE

INITIALS

CLIENT'S NAME

MATTER OR FILE NUMBER

CODE

HOURS

UNIT

CHARGEABLE

TIME

AMOUNT

LOVETT & GOULD

Attorneys At Law

222 BLOOMINGDALE ROAD, WHITE PLAINS, N.Y. 10605

CHARGEABLE TIME SLIP

REMARKS

Prep PI doc prod req - 3.0

10/7-Rev D doc prod req - 7

10/8-req w client re "

1.4

(6 MINUTES = 1/10 HOUR)

CODE OF CHARGES

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- NC—NON-CHARGEABLE

X

CODE

POSTED DATE BILLED _____

EXHIBIT 2

Client Guardian Newsmacks Date _____

Credit _____ check cash \$ _____

Debit:

Telephone to: J \$ _____

Xerox no. of copies 1244 \$ _____

Postage: 41.49 + 31.38 \$ _____

Other:

Check drawn no. _____ to: _____

EXHIBIT 3

EXHIBIT 4

Invoice for Professional Services

DATE: 11/15/2007 INVOICE: 49338

U.S. Process Service, Inc.
 7 Central Park Avenue
 Yonkers, New York 10705
 Federal ID Number: 13-3819711

LOVETT & GOULD
 222 BLOOMINGDALE ROAD
 WHITE PLAINS, NY 10605

ATTN: ANN FRANK

CASE	SELIM ZHERKA	PHILLIP AMICONE, ET AL
TITLE:		-VS-
Party	PHILLIP AMICONE, MAYOR OF CITY OF YONKERS	
Served:	CITY HALL 40 SOUTH BROADWAY YONKERS, NY	
CHARGE ITEMS:		
Service Fee		\$40.00
Postage		\$1.48
Total Charges:		\$41.48
Total Prepaid:		\$0.00
Total Amount Due:		\$41.48

To insure proper credit, return bottom stub with your check. All unpaid invoices over 30 days are subject to a service charge.

UNITED STATES PROCESS SERVICE, INC.
 Please return this stub with remittance.

FID: 1295

FROM: LOVETT & GOULD
 222 BLOOMINGDALE ROAD
 WHITE PLAINS, NY 10605

REMIT TO: U.S. Process Service, Inc.

7 Central Park Avenue
 Yonkers, New York 10705
 Federal ID Number: 13-3819711

INVOICE: 49338

DATE: 11/15/2007

AMOUNT:	\$41.48
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Invoice for Professional Services

DATE: 11/15/2007 INVOICE: 49337

U.S. Process Service, Inc.
 7 Central Park Avenue
 Yonkers, New York 10705
 Federal ID Number: 13-3819711

LOVETT & GOULD
 222 BLOOMINGDALE ROAD
 WHITE PLAINS, NY 10605

ATTN: ANN FRANK

CASE: SELIM ZHERKA
 TITLE:

PHILLIP AMICONE, ET AL
 -VS-

Party: PHILIP AMICONE, INDIVIDUALLY
 Served: CITY HALL/ CITY OF YONKERS
 40 SOUTH BROADWAY
 YONKERS, NY

CHARGE ITEMS:

Service Fee	\$20.00
Postage	\$1.48
Total Charges:	\$21.48
Total Prepaid:	\$0.00
Total Amount Due:	\$21.48

To insure proper credit, return bottom stub with your check. All unpaid invoices over 30 days are subject to a service charge.

UNITED STATES PROCESS SERVICE, INC.

Please return this stub with remittance.

FID: 1295

FROM: LOVETT & GOULD
 222 BLOOMINGDALE ROAD
 WHITE PLAINS, NY 10605

REMIT TO: U.S. Process Service, Inc.

7 Central Park Avenue
 Yonkers, New York 10705
 Federal ID Number: 13-3819711

INVOICE: 49337

DATE: 11/15/2007

AMOUNT:

\$21.48

EXHIBIT 5

COMPU-TRAN SHORTHAND REPORTING

297 Knollwood Road
 White Plains, New York 10607
 (914) 683-1122 FAX (914) 683-5529

BILL TO:

LOVETT & GOULD, ESQS.
 222 BLOOMINGDALE ROAD
 WHITE PLAINS, NY 10605

INVOICE NO.: 1000230
 INVOICE DATE: 12/10/2007
 REPORTER: DONNA BOCHNIK

JONATHAN LOVETT, ESQ.

ID# 13-3313902

GUARDIAN NEWS VS.
 PHIL AMICONE, CITY OF YONKERS, ET AL

Date	Description	Amount
11/07/2007	DEPOSITION OF PAUL WOOD, 71 PAGES	319.50
	ORIGINAL & 1 COPY	25.00
	MINIScript, WORD INDEX	
11/07/2007	DEPOSITION OF DAVID SIMPSON, 76 PAG	319.50
	ORIGINAL & 1 COPY	25.00
	MINIScript, WORD INDEX	
11/07/2007	DEPOSITION OF CHARLES GARDNER, 90 P	405.00
	ORIGINAL & 1 COPY	25.00
	MINIScript, WORD INDEX	
11/07/2007	DEPOSITION OF DANIEL BARAHONA, 65 P	292.50
	ORIGINAL & 1 COPY	25.00
	MINIScript, WORD INDEX	
11/07/2007	DEPOSITION OF DAVID MASON, 61 PAGES	274.50
	ORIGINAL & 1 COPY	25.00
	MINIScript, WORD INDEX	
11/07/2007	DEPOSITION OF THOMAS CLEARY, 26 PAG	117.00
	ORIGINAL & 1 COPY	
11/07/2007	DEPOSITION OF JOSEPH GALINSKI, 45 P	202.50
	ORIGINAL & 1 COPY	
11/07/2007	DEPOSITION OF JOHN FLEMING, 32 PAGE	144.00
	ORIGINAL & 1 COPY **** INVOICE ****	9.00
	POSTAGE & HANDLING	
	Sub Total	2,208.50
	Paid	0.00
	Balance Due	2,208.50

COMPU-TRAN SHORTHAND REPORTING

297 Knollwood Road
White Plains, New York 10607
(914) 683-1122 FAX (914) 683-5529

BILL TO:

LOVETT & GOULD, ESQS.
222 BLOOMINGDALE ROAD
WHITE PLAINS, NY 10605

INVOICE NO.: 1000239
INVOICE DATE: 12/11/2007
REPORTER:

JONATHAN LOVETT, ESQ.

ID# 13-3313902

THE GUARDIAN NEWS, INC. VS.
PHILIP AMICONE, CITY OF YONKERS

Date	Description	Amount
11/09/2007	DBT OF RICHARD ALAIMO, 23 PAGES ORIGINAL & 1 COPY	
11/09/2007	EBT OF EDWARD MAIER, 19 PAGES ORIGINAL & 1 COPY	103.50
11/09/2007	EBT OF RICHARD MADAFFARI, 46 PAGES ORIGINAL & 1 COPY	85.50
11/09/2007	EBT OF JOHN LISZEWSKI, 96 PAGES ORIGINAL & 1 COPY	207.00
	MINIScript, WORD INDEX	432.00
	POSTAGE & HANDLING	25.00
		9.00
	Sub Total	862.00
	Paid	0.00
	Balance Due	862.00

***** INVOICE *****

EXHIBIT 6

FROM	FOUQUET & GARD		TO	W R	
ADDRESS			ADDRESS	JOURNAL NOTES	
ITEM (WT.)	PIECES	CTNS.	SCHED.	SPC	EXCL.
INSTR.			INVOICE	ACCT#	TER
				72990	
				CHARGES	
				Date	2-5
				Time	
				Driver	116
				Tolls	
				Wait time	

PUT RITTA

M & S
M & S MAIL DELIVERY & MESSENGER SERVICE, INC.
WHITE PLAINS, NY
DAILY DELIVERIES: WESTCHESTER, NYC, CONN, NJ.

1 (800) 734-5552
(203) 357-9037
(914) 948-3649
FAX (914) 946-0994

RECEIVED IN GOOD ORDER PER RATE CHARGED. M&S ASSUMES A MAXIMUM \$200.00 LIABILITY FOR EACH SHIPMENT UNLESS A GREATER VALUE IS DECLARED & ADD'L. FEE IS PURCHASED. NOT LIABLE FOR CASH, NEGOTIABLES, & ITEMS OF HIGH VALUE.

TOTAL CHARGES:

50

\$100.00 less greater value declared
+ add'l. fee per 100 each or negotiable

RITA R. MOORE

**** M & S MESSENGER SERVICE ****
WHEN YOU NEED US / WHEN YOU WANT US
72990 No. Broadway, White Plains, NY
914-348-3649 914-948-3649 914-946-0994
900-734-5552

Shelley J. Wallace

FROM	LT 6			TO	Post Office		
ADDRESS	ANN			ADDRESS	53 SHON AND PL. (S. DiMaggio's) Yonkers		
ITEM (WT.)	PKGS.	CTNS.	SCHED.	SPEC.	EXCL.	TIE	
INSTR.				INVOICE	ACCT#		FROM TO



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(914) 948-3649
FAX (914) 946-0994

Date	11-9	72729
Time	12	CHARGES
Base		Rate
Ext		Items
Talk		
Wait		time

RECEIVED IN GOOD ORDER PER RATE CHARGED. M&S ASSUMES A MAXIMUM \$200.00 LIABILITY FOR EACH SHIPMENT UNLESS A GREATER VALUE IS DECLARED & ADD'L FEE IS PURCHASED. NOT LIABLE FOR CASH, NEGOTIABLES, & ITEMS OF HIGH VALUE.

TOTAL CHARGES:

50

FROM	LT 6			TO	CUPS Conical		
ADDRESS	ANN			ADDRESS	40 50 Bronx		
ITEM (WT.)	PKGS.	CTNS.	SCHED.	SPEC.	EXCL.	TIE	
INSTR.	(PUT RETURN)			INVOICE	ACCT#		FROM TO



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DAILY DELIVERIES: WESTCHESTER, NYC, CONN. NJ.
1 (800) 734-5552
(203) 357-9037
(914) 948-3649
FAX (914) 946-0994

Date	11-5	72715
Time	9	CHARGES
Base		Rate
Ext		Items
Talk		
Wait		time

RECEIVED IN GOOD ORDER PER RATE CHARGED. M&S ASSUMES A MAXIMUM \$200.00 LIABILITY FOR EACH SHIPMENT UNLESS A GREATER VALUE IS DECLARED & ADD'L FEE IS PURCHASED. NOT LIABLE FOR CASH, NEGOTIABLES, & ITEMS OF HIGH VALUE.

TOTAL CHARGES:

75

FROM	LT 6			TO	Yonkers PO		
ADDRESS	ANN			ADDRESS	100 50 BRUNDUM		
ITEM (WT.)	PKGS.	CTNS.	SCHED.	SPEC.	EXCL.	TIE	
INSTR.	UNIVERS - STAR			INVOICE	ACCT#		FROM TO



M&S MAIL DELIVERY & MESSENGER SERVICE, INC.

WHITE PLAINS, NY
DAILY DELIVERIES: WESTCHESTER, NYC, CONN. NJ.

1 (800) 734-5552
(203) 357-9037
(914) 948-3649
FAX (914) 946-0994

Date	11-5	72714
Time	9	CHARGES
Base		Rate
Ext		Items
Talk		
Wait		time

RECEIVED IN GOOD ORDER PER RATE CHARGED. M&S ASSUMES A MAXIMUM \$200.00 LIABILITY FOR EACH SHIPMENT UNLESS A GREATER VALUE IS DECLARED & ADD'L FEE IS PURCHASED. NOT LIABLE FOR CASH, NEGOTIABLES, & ITEMS OF HIGH VALUE.

TOTAL

7

FROM	<i>L+6</i>			TO	<i>THIN THIN PROJECT</i>		
ADDRESS	<i>ANN</i>			ADDRESS	<i>50 MANS T</i>		
ITEM (WT.)	PKGS.	CTNS.	SCHED.	SPEC.	EXCL	TIE	
INSTR.				INVOICE	ACCT#	FROM	TO



M&S MAIL DELIVERY & MESSENGER SERVICE, INC.

WHITE PLAINS, NY
 DAILY DELIVERIES: WESTCHESTER, NYC, CONN. NJ.
 (203) 357-9037
 (914) 948-3649
 FAX (914) 946-0994

Guardian / Bronx

RECEIVED IN GOOD ORDER PER RATE CHARGED. M&S ASSUMES A MAXIMUM \$200.00 LIABILITY FOR EACH SHIPMENT UNLESS A GREATER VALUE IS DECLARED & ADD'L FEE IS PURCHASED. NOT LIABLE FOR CASH, NEGOTIABLES, & ITEMS OF HIGH VALUE.

Date	<i>10-19</i>	72670
Time	<i>315</i>	CHARGES
Driver	<i>102</i>	Base Rate Extra Items
		Tolls
		Wait Time

TOTAL CHARGES: *35*

FROM	<i>L+6</i>			TO	<i>Yonkers R OVER</i>		
ADDRESS				ADDRESS	<i>100 S BROADWAY</i>		
ITEM (WT.)	PKGS.	CTNS.	SCHED.	SPEC.	EXCL	TIE	
INSTR.				INVOICE	ACCT#	FROM	TO



M&S MAIL DELIVERY & MESSENGER SERVICE, INC.

WHITE PLAINS, NY
 DAILY DELIVERIES: WESTCHESTER, NYC, CONN. NJ.
 (203) 357-9037
 (914) 948-3649
 FAX (914) 946-0994

Guardian / Yonkers

RECEIVED IN GOOD ORDER PER RATE CHARGED. M&S ASSUMES A MAXIMUM \$200.00 LIABILITY FOR EACH SHIPMENT UNLESS A GREATER VALUE IS DECLARED & ADD'L FEE IS PURCHASED. NOT LIABLE FOR CASH, NEGOTIABLES, & ITEMS OF HIGH VALUE.

Date	<i>11-9</i>	72727
Time	<i>12</i>	CHARGES
Driver	<i>116</i>	Base Rate Extra Items
		Tolls
		Wait Time

TOTAL CHARGES: *75*

FROM	<i>L+6</i>			TO	<i>CORP COUNCIL</i>		
ADDRESS				ADDRESS	<i>40 SO BROAD</i>		
ITEM (WT.)	PKGS.	CTNS.	SCHED.	SPEC.	EXCL	TIE	
INSTR.				INVOICE	ACCT#	FROM	TO



M&S MAIL DELIVERY & MESSENGER SERVICE, INC.

WHITE PLAINS, NY
 DAILY DELIVERIES: WESTCHESTER, NYC, CONN. NJ.
 (203) 357-9037
 (914) 948-3649
 FAX (914) 946-0994

RECEIVED IN GOOD ORDER PER RATE CHARGED. M&S ASSUMES A MAXIMUM \$200.00 LIABILITY FOR EACH SHIPMENT UNLESS A GREATER VALUE IS DECLARED & ADD'L FEE IS PURCHASED. NOT LIABLE FOR CASH, NEGOTIABLES, & ITEMS OF HIGH VALUE.

Date	<i>11-9</i>	72728
Time	<i>12</i>	CHARGES
Driver	<i>116</i>	Base Rate Extra Items
		Tolls
		Wait Time

TOTAL CHARGES: *75*

EXHIBIT 7

Dropped off: Apr 12, 2007

Payer: Shipper

- The Earned Discount for this ship date has been calculated based on a revenue threshold of \$ 49.46
- Fuel Surcharge - FedEx has applied a fuel surcharge of 10.00% to this shipment.
- Distance Based Pricing, Zone 2
- FedEx has audited this shipment for correct packages, weight, and service. Any changes made are reflected in the invoice amount.

Cost Ref: GUARDIAN NEWS
Ref #:

Ref #:

USAB
 Tracking ID 857688550791
 Service Type FedEx Priority Overnight
 Package Type Customer Packaging
 Zone 02
 Packages 1
 Shipped Weight 5.0 lbs, 2.3 kgs
 Delivered Apr 13, 2007 09:13
 To Area AA
 Shipped by G.WILLIAMS
 FedEx User 010217822/0001486/_

Sender
 JONATHAN LOVETT
 LOVETT & GOULD
 222 BLOOMINGDALE RD
 WHITE PLAINS NY 10605-1513 US ✓

Recipient
 GAIL WILLIAMS
 UNITED STATES PROCESS SERVICE
 7 CENTRAL PARK AVE
 YONKERS NY 10705 US

Transportation Charge
 Earned Discount
 Fuel Surcharge
 Total Charge

 22.50
 -3.15
 1.94
\$21.29

Phone ()

Shipper's Declaration
 Does this shipment contain dangerous goods?
 One box must be checked.

<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> As per attached Shipper's Declaration.	<input type="checkbox"/> Yes Shipper's Declaration not required.	<input type="checkbox"/> Dry Ice Dry Ice, 3 UN 1450	<input type="checkbox"/> Cargo Aircraft Only
Dangerous goods (including dry ice) cannot be shipped in FedEx packages.					

7 Payment **Bill to:** Sender Recipient Third Party Credit Card Cash/Check

8 **NEW Residential Delivery Signature Options** If you require a signature, check Direct or Indirect.

Total Packages	Total Weight	Total Declared Value*
		\$ 00

*Our liability is limited to \$100 unless you check a higher value. See back for details. By using this field you agree to the service conditions on the back of this Airbill and in the current FedEx Service Guide. Recipient agrees that FedEx will not be liable.

For FedEx Use Only

519

No Signature Required
 Packages may be left without obtaining a signature for delivery.

Direct Signature
 Anyone at recipient's address may sign for delivery. Fee applies.

Indirect Signature
 If none is available at recipient's address, anyone at a neighboring address may sign for delivery. Fee applies.

Rev. Date 11/05 Part #188279-01/94-2006 FedEx PRINTED IN U.S.A.-GCR

Payor: Shipper

- Fuel Surcharge - FedEx has applied a fuel surcharge of 11.00% to this shipment.
- The Earned Discount for this ship date has been calculated based on a revenue threshold of \$54.45
- Distance Based Pricing, Zone 2.

USAB

Tracking ID 857688551055
 Service Type FedEx Priority Overnight
 Package Type FedEx Envelope
 Zone 02
 Packages 1
 Rated Weight N/A
 Delivered May 17, 2007 10:13
 Svc Area A2
 Signed by MAYALA
 FedEx Use 013610020/0000106/_

Sender

JONATHAN LOVETT
 LOVETT & GOULD
 222 BLOOMINGDALE RD
 WHITE PLAINS NY 10605-1513 US

Recipient

RICHARD BLASBERG
 THE GUARDIAN NEWS
 251 NORTH AVE-2ND FL
 NEW ROCHELLE NY 10801 US

Transportation Charge
 Fuel Surcharge
 Earned Discount
 Total Charge

14.50
 1.37
 -2.03
 \$13.84

Our Internal Billing Reference
(24 characters will appear on invoice.)

guardian news

Recipient's Name Richard Blasberg Phone ()

Company The Guardian News

Recipient's Address 251 North Avenue - 2nd floor

cannot deliver to P.O. boxes or P.O. ZIP codes.

Days/Hour/Minutes

Recipient's Address
Please note a package can be held at a specific FedEx location, prior FedEx address here.

City New Rochelle State NY ZIP 10801

0337066289

6 Special Handling

SATURDAY Delivery
 NOT Available for
 FedEx Standard Overnight,
 FedEx OneDay, FedEx Express
 Service or FedEx Air Freight.

Does this shipment contain dangerous goods?

One box must be checked.

 No Yes As per selected
Shipper's Declaration
not required.

Dangerous goods (including dry ice) cannot be shipped in FedEx packaging.

HOLD Weekday
 at FedEx Location
 NOT Available for
 FedEx First Overnight.

HOLD Saturday
 at FedEx Location
 Available ONLY for
 FedEx Priority Overnight and
 FedEx 2Day to select locations.

Dry Ice
 Dry Ice, 5. UN 1945 _____ kg
 Cargo Aircraft Only

7 Payment

Bill to: Enter FedEx Acct. No. or Credit Card No. below.

Sender Acct. No. in Section
1 will be used.
 Recipient
 Third Party
 Credit Card
 Cash/Check

Box
DataFedEx Acct. No.
Credit Card No.

Total Packages

Total Weight

Total Declared Value

5 00

FedEx User Only

*Our liability is limited to \$100 unless you declare a higher value. See back for details. By using this Acct# you agree to the service conditions on the back of this Acct# and in the current FedEx Service Guide, including terms that limit our liability.

8 NEW Residential Delivery Signature Options If you require a signature, check Direct or Indirect.

No Signature
Required
Package may be left
without consulting a
signature X2 category.

Direct Signature
Address or residence
address may sign for
delivery. Fee applies.

Indirect Signature
If no one is available at
the address, delivery may
be made to a neighboring address may
sign for delivery. Fee applies.

519

Rate: 0.00 1/165 Part # 58225-01956-2019 FedEx PRINTED IN U.S.A. <913

Payer: Shipper

- The Earned Discount for this ship date has been calculated based on a revenue threshold of \$ 52.22
- Fuel Surcharge - FedEx has applied a fuel surcharge of 17.50% to this shipment.
- Business Closed or Adult Recipient Unavailable - Delivery Not Completed.
- Distance Based Pricing, Zone 2
- 1st attempt Dec 05, 2007 at 09:56 AM.

Automation USAB
 Tracking ID 857688551868
 Service Type FedEx Priority Overnight
 Package Type FedEx Envelope
 Zone 02
 Packages 1
 Rated Weight N/A
 Delivered Dec 06, 2007 10:50
 Svc Area A2
 Signed by M.YALALA
 FedEx Use 033913543/0000186/

Sender
 JONATHAN LOVETT
 LOVETT & GOULD
 222 BLOOMINGDALE RD
 WHITE PLAINS NY 10605-1513 US

Transportation Charge
 Residential Delivery
 Earned Discount
 Fuel Surcharge
Total Charge

Recipient
 SAM ZHERKA
 THE GUARDIAN NEWS
 251 NORTH AVE 2ND FL
 NEW ROCHELLE NY 10801 US

 14.50
 2.20
 -2.03
 2.57
\$17.24

SATURDAY Delivery
 NOT Available for
 FedEx Standard Overnight,
 FedEx First Overnight, FedEx Express
 Service or FedEx 2Day Freight

USD **Holiday Inventory**
 at FedEx Location
 NOT Available for
 FedEx First Overnight

at FedEx Location
 Available ONLY for
 FedEx Priority Overnight and
 FedEx 2Day to selected locations.

Dangerous Goods
 Does this shipment contain dangerous goods?
 One box must be checked.

No Yes Yes
 At my selected
 Shipper's Declaration
 Shipper's Declaration
 not required.

Dry Ice
 Dry Ice, S, UN 1645 _____ kg
 Cargo Aircraft Only

7 Payment **Bill to:** Enter FedEx Acct. No. or Credit Card No. below.
 Sender **Recipient** **Third Party** **Credit Card** **Cash/Check**

8 **NEW Residential Delivery Signature Options** If you require a signature, check Direct or Indirect.

FedEx Acct. No. Credit Card No.	Exp. Date
Total Packages	Total Weight
	Total Declared Value*
	\$.00

*Our liability is limited to \$100 unless you declare a higher value. See back for details. By using this option you agree to the service conditions on the back of this Arbit and in the current FedEx Service Guide, including terms that limit our liability.

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Rev. Date 11/05/Par# 150278401994-200 FedEx PRINTED IN U.S.A.-SRS

No Signature Required
 Package may be left
 without obtaining a
 signature if delivery:

Direct Signature
 Anyone at recipient's
 address may sign for
 delivery. For options:

Indirect Signature
 If no one is available at
 recipient's address, anyone
 at a neighboring address may
 sign for delivery. For options:

519



Find drop-off locations at fedex.com
 Simplify your shipping. Manage your account. Access all the tools you need.